Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

#### NATCHITOCHES CITY COUNCIL MEETING OCTOBER 28, 2013 5:30 P.M.

#### AGENDA

- 1. CALL TO ORDER
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. READING AND APPROVAL OF THE MINUTES OF OCTOBER 14, 2013
- 5. PLANNING & ZONING FINAL:

#046 Stamey

Ordinance Amending Ordinance No. 64 of 2001 By Changing Zoning Classification Of Property Described As Follows: Lot North Side Poete Street, North by Edwards, East by City Property, West by Kirsch from R-1 to R-1, Special Exception to operate a Bed & Breakfast business (Good House B&B) 314 Poete St. Application by Dorothy L. Benge

#### 6. ORDINANCE – INTRODUCTION:

#048 Payne

An Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Purchase Of A Boat, Motor And Trailer For The Utility Department (BID NO. 0543)

#049 Mims

An Ordinance Authorizing The Mayor Of The City To Enter Into An Intergovernmental Agreement With Corrections Corporation Of America To Provide Inmate Labor Services To The City For The Purpose Of Maintenance And Upkeep Of Public Street Rights Of Way And Other Public Property And Authorizing The Mayor To Sign The Contract On Behalf Of The City Of Natchitoches

#050 Nielsen

An Ordinance Authorizing The City To Extend Lease In Favor Of Douglas Lewallen and Constance Lewallen Of Area Adjacent To Lot 4 Of River Road Subdivision, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Lee Posey, After Due Compliance With The Law, And

Further Providing For Advertising Of The Lease And An Effective Date

#### #051 Stamey

An Ordinance To Provide For The Creation Of A Woody Waste Recycling Facility On Property Owned By The City Of Natchitoches North Of Louisiana Highway 3175, Approving The Form Of A Contract To Be Entered Into With Tree Contractors And Waste Collectors For The Deposit Of Woody Waste At The Woody Waste Recycling Facility, And Authorizing The Mayor, Or His Designee, To Execute Said Contracts On Behalf Of The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date of Ordinance

#### 7. ORDINANCE – FINAL:

#047 Payne

Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Schedule I, And Schedule II At The Natchitoches Regional Airport LA DOTD Project NOS. H.009964, H.009966, H.010021, H.010802 (BID NO. 0542)

#### 8. **RESOLUTION:**

#085 Nielsen

Resolution Authorizing A One-Time Salary Supplement Payment To The City Of Natchitoches Employees

9. REPORTS: Pat Jones – Financial Report

#### 10. <u>ANNOUNCEMENT</u>:

- The offices of the City of Natchitoches will be closed Monday, November 11,
   2013 in observance of Veterans Day
- The City Council meeting scheduled for Monday, November 11, 2013 will be re-scheduled to Tuesday, November 12, 2013

#### 11. ADJOURNMENT:

#### NOTICE TO THE PUBLIC

# PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, REGULAR MEETING HELD ON MONDAY, OCTOBER 28, 2013 AT 5:30 P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, October 28, 2013 at 5:30 p.m.

#### There were present:

Mayor Lee Posey Councilman At Large Don Mims, Jr. Councilman Dale Nielsen Councilman David Stamey Councilman Larry Payne

Guests: None

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Payne was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the October 14, 2013 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes: Payne, Nielsen, Mims, Stamey

Nays: None Absent: None The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

#### **ORDINANCE NO. 046 OF 2013**

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

APPLICATION BY DOROTHY L. BENGE TO REZONE THE FOLLOWING: LOT NORTH SIDE POETE STREET, NORTH BY EDWARDS, EAST BY CITY PROPERTY, WEST BY KIRSCH FROM R-1 TO R-1, SPECIAL EXCEPTION TO OPERATE A BED & BREAKFAST BUSINESS (GOOD HOUSE B&B)

#### (314 POETE ST)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of October 1, 2013 that the request of Dorothy L. Benge to rezone the property described above from R-1 to R-1, Special Exception to operate a Bed & Breakfast business be APPROVED.

**THIS ORDINANCE** was introduced on October 14, 2013 and published in the Natchitoches Times on October 19, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** 

Stamey, Payne, Nielsen, Mims

NAYS:

None

ABSENT:

None

ABSTAIN:

None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of  $\underline{4}$  Ayes to  $\underline{0}$  Nays this  $28^{th}$  day of October, 2013.

LEE POSEY, MÁYOR

DON MIMS, MAYOK PRO TEMPOR

Delivered to the Mayor on the 29<sup>th</sup> day of October, 2013 at 10:00 A.M.

The following Ordinance was introduced by Mr. Payne at the Natchitoches City Council meeting held on October 28, 2013 as follows:

#### **ORDINANCE NO. <u>048</u> OF 2013**

### ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE OF A BOAT, MOTOR AND TRAILER FOR THE UTILITY DEPARTMENT

#### **BID NO. 0543**

WHEREAS, Resolution No. 074 of 2013 was passed by the Natchitoches City Council on September 23, 2013 authorizing the Mayor to advertise for bids for the purchase of a boat, motor and trailer (Bid No. 0543).

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on September 28, October 5, and October 12, 2013 in accordance with law; and

WHEREAS, one bid proposal was received and opened as follows:

(1) Pro Drive Outboard
Loreauville, LA .....\$20,303.00

**WHEREAS,** on October 21, 2013 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Dale Nielsen, Councilman; and Bryan Wimberly, Utility Director; reviewed the bid proposal for the purchase of a boat, motor and trailer (Bid No. 0543).

**WHEREAS**, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **Pro Drive Outboard**, of Loreauville, LA in the amount of \$20,303.00.

**NOW, THEREFORE, BE IT RESOLVED,** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



**October 22, 2013** 

Mayor Lee Posey City Hall Natchitoches, LA 71457

Re: Bid number 0543 - Boat, Motor and Trailer

**Dear Mayor Posey,** 

The appointed committee of Pat Jones, Edd Lee, Dale Nielsen and Bryan Wimberly has reviewed the bid proposal for the purchase of a boat, motor and trailer.

The committee was unanimous in its decision to award the bid to the low bidder, Pro Drive Outboard, Loreauville, LA in the amount of \$20,303.00. The bid from Pro Drive Outboard was the only bid received.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the next meeting of the City Council on October 28, 2013.

Very truly yours,

Dale Nielsen

Councilman Dist # 2

Bryan Wimberly

Director of **Utilities** 

Edd Lee

**Director of Purchasing** 

**Pat Jones** 

**Director of Finance** 

•	
The Mayor stated this is a boat that will get us into the vegetation on Sibley Lake that is so hard to get to	
to get to.	

The following Ordinance was introduced by Mr. Mims at the Natchitoches City Council meeting held on October 28, 2013 as follows:

#### **ORDINANCE NO.** <u>049</u> **OF 2013**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO AN**AGREEMENT** WITH INTERGOVERNMENTAL CORRECTIONS CORPORATION OF AMERICA TO PROVIDE INMATE LABOR SERVICES TO **PURPOSE** THE CITY FOR THE MAINTENANCE UPKEEP AND OF **PUBLIC** STREET RIGHTS OF WAY AND OTHER PUBLIC PROPERTY AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT ON BEHALF OF THE CITY **OF NATCHITOCHES** 

WHEREAS, the Corrections Corporation of America Winn Correctional Center, a Unit of the Department of Public Safety and Corrections, State of Louisiana, (hereinafter referred to as "CCA"), is empowered to provide inmate labor for services to various municipalities and political subdivisions of the State; and

WHEREAS, the City of Natchitoches (hereinafter referred to as "City") deems it to be in the best interest of the City to contract with CCA for the use of inmate labor, from time to time, for the purpose of maintaining its public streets, rights-of-way, and other public property, involving primarily grass cutting, cleaning of debris, litter abatement, and general upkeep of public grounds and trees, and

**WHEREAS**, Louisiana R.S. 15:836 provides specifically that CCA can cooperate with public agencies and officials including the entering in to agreements with such agencies; and

**WHEREAS**, the City is authorized to enter into such intergovernmental agreements with other political subdivisions of the State by its Home Rule Charter of 1975 and by the general law of this State; and

WHEREAS FURTHER, the City Council deems it to be in the best interest of the City to enter into an agreement with CCA for the purpose of obtaining inmate labor to help with the general maintenance and upkeep of city streets and public ways; and

WHEREAS, the contract with CCA will greatly increase the manpower for the purpose of maintaining these city thoroughfares, rights-of-way, and other public property, which will enhance the general appearance of the City, as well as the general welfare and safety of its citizens; and

**WHEREAS**, in the opinion of the Mayor and City Council, the proposed contract will be in the best economic interest of the City; and

**WHEREAS**, the proposed contract has been reviewed by the City and approved in form,

**NOW THEREFORE, BE IT ORDAINED** that the Mayor, Lee Posey, be and he is hereby authorized and empowered to enter into the proposed contract with CCA,

under the terms and conditions set forth in the sample agreement which has been furnished to the City, under the terms and conditions set forth therein, with the understanding that the Contract can be canceled upon mutual agreement of the parties at any time.

**BE IT FURTHER ORDAINED** that the Mayor is hereby authorized and empowered to execute the proposed Contract on behalf of the City, and is further empowered to make such changes, corrections, or additions to the Contract that may be in the best interest of the City.

# INTERAGENCY AGREEMENT BETWEEN LOUISIANA DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS CCA OF TENNESSEE, LLC (WINN CORRECTIONAL CENTER) AND THE CITY OF NATCHITOCHES

Agency Name: The City of Natchitoches	Agency Address: P.O. Box 37 Natchitoches, LA 71457
Agency Contact: Lee Posey, Mayor	Tax ID Number: 726000931 00
Beginning Date: February 28, 2013	Ending Date: February 28, 2015

This Contract is made and entered into by and between the Louisiana Department of Public Safety and Corrections, CCA of Tennessee, LLC/Winn Correctional Center ("CCA/Winn Correctional Center"), hereinafter referred to as Department and represented by James M. Le Blanc, Secretary, LA DPS&C, and represented by Timothy Keith, Warden for CCA/Winn Correctional Center, and The City of Natchitoches hereinafter referred to as Agency or City and represented by Lee Posey, Mayor.

WHEREAS La. R.S. 15:832 authorizes the Department to enter into contractual agreements for the use of inmate labor by any department, board, commission, or agency of this state responsible for the conservation of natural resources or the construction and maintenance of public works. La. R.S. 15:836 authorizes the Department to enter into agreements with other departments of this state or any political subdivision thereof, with private agencies and with the federal government with respect to the discharge of their respective responsibilities.

DESCRIPTION OF SERVICES TO BE PROVIDED: (Include description of work to be performed; number of inmates required to perform the work for Agency; number of correctional security officers required to supervise the work performed; number of hours worked per day, days worked, supplies, food or other items to be supplied by the Department, etc.)

CCA/Winn Correctional Center will provide a work crew comprised of up to eight (8) inmates to work for the City to assist in the cleaning of debris and general upkeep of grounds and trees and also of the City's streets, alleys, rights of way, and other public properties. One correctional officer will supervise the inmate work crew as necessary to handle and control the one (1) unit.

In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA/Winn Correctional Center may immediately suspend the terms of this agreement during the existence of the emergency without prior notice of the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as it is practicable.

**AGENCY AGREEMENT**: When inmates are assigned to work for the Agency, the following agreements are made by the Agency:

- To assign fully qualified and experienced employees to provide the technical directions for any CCA work supervisor on all programs undertaken within the terms of this agreement.
- 2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
- 3. Reimburse CCA/Winn Correctional Center for the salary and related benefits of one (1) correctional security officer that will supervise this crew.
- 4. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training, and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or part of the tools, equipment and materials for specified projects. Provide all equipment and training to inmates as necessary for the performance of the work.
- 5. Provision of lunch for the inmates is the responsibility of the Agency.
- 6. Agrees to furnish transportation, namely to 12 to 16 passenger van, to transport crew from work center to the work site and return to the work center. The Agency will furnish all fuel and maintenance of the vans.
- 7. Key employees of the Agency that supervise or otherwise work inmates be required to attend training sessions on rules and procedures dealing with inmates at a mutually agreed upon time between both parties.

**DEPARTMENT AGREEMENT**: CCA/Winn Correctional Center: When inmates are assigned to work for the Agency, the following agreements are made by CCA/Winn Correctional Center.

- 1. Furnish up to eight (8) inmates from CCA/Winn Correctional Center. Be responsible for transportation from CCA/Winn Correctional Center to the Agency's work center.
- 2. Furnish one (1) correctional officer as necessary to handle and control one (1) unit.
- 3. Provide all necessary medical attention, including first aid, on the work projects and shall provide the City of Natchitoches written instructions outlining the procedure that CCA/Winn desires to have followed in case of serious injury to or illness of inmates while on work projects.
- 4. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned for the City of Natchitoches under this agreement and shall provide

the necessary security personnel to accompany crew while on project work.

- 5. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, sexual orientation, race, religion, color, or national origin.
- 6. Meet the compliance requirements of Executive Order 11755.
- 7. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Patrick Jones, Finance Director, P. O. Box 37, Natchitoches, LA 71457.

IT IS MUTUALLY AGREED: CCA/Winn Correctional Center and The City of Natchitoches: When inmates are assigned to work for the Agency, the following agreements are made mutually by CCA/Winn Correctional Center and the City of Natchitoches.

- 1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work.
- 2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
- 3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- 4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The City shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals, engaged in any activity conducted under this agreement, unless caused by the negligence of the City, its employees or agents.

#### **SPECIAL CONDITIONS:**

The Agency understands and agrees that the following special conditions of the contract exist for the benefit of the institution, the employees and the inmates and agrees to abide by said special conditions contained herein. Agency understands and agrees that violation of any of the following special conditions shall be cause for cancellation of this contract with thirty (30) day written notice by the Department.

<u>Abuse of Inmates</u>: No Agency shall abuse an inmate for any reason. Forms of abuse included, but are not limited to:

- 1. Verbal abuse in which racial or ethnic slurs, profanity or other insulting remarks are used.
- 2. Damaging, destroying, or otherwise abusing an inmate's belongings through willful act or gross negligence.

Contraband: Unless authorized, intoxicating liquors, weapons, substances defined in the Uniform Controlled Dangerous Substance Law, or any other article, substance, or thing that may reasonably be considered to endanger security shall not be brought onto, possessed, or stored on any part of a correctional facility or where inmates are assigned to work or may reasonably have unsupervised access. Authorized exceptions are, for example, when firearms are issued for performance of duty, or handling of drugs by pharmacists or other authorized personnel. Louisiana R.S. 14:402 authorizes prosecution for "Introduction of Contraband".

<u>Intoxication:</u> No Agency staff may be in the presence of inmates when the odor or effects of alcohol or other intoxicants are noticeable.

In the event of any emergency situation involving the security of the penal institution or parish wherein the work crews perform, the Department may immediately suspend the terms of this agreement during the existence without prior notice to the Agency. The Agency shall be informed of such suspension as soon thereafter as is practical.

Upon completion of this agreement or if terminated earlier, all records, reports, worksheets or any other materials related to this agreement shall become the property of the Department.

During the effective period of this agreement, the Agency will strictly adhere to all federal state and local laws and institutional directives.

The Agency agrees that the Department and its employees and inmates are not responsible for damage or loss of equipment or supplies furnished by Agency nor for any damage that may occur to a building or work location, or other property of or under the control of the Agency.

Agency agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions and Corrections Corporation of America (CCA) and all the officers, agents, servants and employees, including volunteers of the above entities from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Agency, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the Agency as a result of any claim, demands, and/or causes of action except for those claims, demands and/or causes of action arising out of the negligence of the Department its agents, representatives, and/or employees. Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claim, etc.) is groundless, false or fraudulent.

CCA/Winn Correctional center does hereby agree to indemnify, hold harmless and defend the City against any claims against the City, its agents or assigns, for any personal injury, wrongful death or property damages which may occur due to the negligence or fault of employees of CCA/Winn Correctional Center or any inmate.

Any alterations, variations, modifications, waivers of provisions and amendments to this contract shall be valid only when they have been reduced to writing, duly signed by both parties and when required, approved by the Division of Administration and attached to the original of this contract.

This agreement may be canceled by either party with a written notice of its intention to cancel the contract to the other party 30 days prior to the effective date of cancellation.

It is understood that the inmate labor provided by CCA/Winn is not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties, which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there are no free workers displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or County benefits such as insurance, retirement or leave.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representative to execute this agreement;

	<u></u>
James M. Le Blanc, Secretary Louisiana Department of Public Safety & Corrections	Date
Tim Keith, Warden CCA/Winn Correctional Center	Date
Lee Posey, Mayor The City of Natchitoches	Date

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on October 28, 2013 as follows:

#### ORDINANCE NO. <u>050</u> OF 2013

AN ORDINANCE AUTHORIZING THE CITY TO EXTEND LEASE IN FAVOR OF DOUGLAS LEWALLEN AND CONSTANCE LEWALLEN OF AREA ADJACENT TO LOT 4 OF RIVER ROAD SUBDIVISION, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, LEE POSEY, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND EFFECTIVE DATE.

**WHEREAS**, the City of Natchitoches (City) owns a tract of ground adjacent to Lot 4 of River Road Subdivision; and

WHEREAS FURTHER, Lot 4 of River Road Subdivision was owned by Tom Barker and Willa Nugent Barker in November of 1983; and

**WHEREAS FURTHER,** The City entered into a Lease and Boundary Agreement with Tom Barker and Willa Nugent Barker on the 1<sup>st</sup> day of November 1983, which said lease is recorded at Conveyance Book 391, page 121 of the records of Natchitoches Parish, Louisiana.

WHEREAS FURTHER, The Lease and Boundary Agreement established the boundary between the properties of the City and Barkers, and further provided for a lease from the City to the Barkers of the following described property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

- WHEREAS FURTHER, all of the rights under the above described lease were assigned to Douglas W. Lewallen and Constance H. Lewallen (sometimes hereinafter "Lewallen") by instrument dated September 21, 1992, and recorded at Conveyance Book 477, page 377 of the records of Natchitoches Parish, Louisiana.
- WHEREAS FURTHER, Lewallen has approached the City regarding an extension of the above described lease, under the same terms and conditions; and
- WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the property that is the subject of the lease is surplus property and does hereby declare and find that subject property described above to be surplus property; and
- WHEREAS FURTHER, the lease will have an initial term of ten years with two ten year extensions and all of the other terms and conditions will be the same as set forth in the original lease agreement; and
- WHEREAS FURTHER, the City desires to extend the lease of the subject property described above to Lewallen, under the terms set forth above and more particularly set forth in the lease extension attached hereto; and
- WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law; and
- **NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:
- (1) That after due proceedings and advertisement, the said City does extend the lease of the above described property to Lewallen for a term of ten years with two ten year extensions, all as more fully described in the attached extension of lease.
- (2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.
- (3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.
- (4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute the attached extension of lease in favor of Lewallen.
- (5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.
- (6) That the City declares that the above described property of the City of Natchitoches to be surplus property not needed for public purposes by the City.

#### STATE OF LOUISIANA

#### PARISH OF NATCHITOCHES

#### **EXTENSION OF LEASE**

	BE IT KNOWN, that on this the day of,
2013,	before me, the undersigned witnesses and Notary Public, personally came and appeared:
	CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number of 2013, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458
	(hereinafter called "LESSOR")
	AND

**DOUGLAS W. LEWALLEN AND CONSTANCE H. LEWALLEN**, husband and wife, with mailing address of 700 Woodyard Drive, Natchitoches, Louisiana 71457,;

(hereinafter called "LESSEE")

#### ALL OF WHOM DECLARED AS FOLLOWS:

L.

Lessor entered into a Lease and Boundary Agreement with Tom Barker and Willa Nugent Barker on the 1<sup>st</sup> day of November 1983, which said lease is recorded at Conveyance Book 391, page 121 of the records of Natchitoches Parish, Louisiana.

II.

The Lease and Boundary Agreement established the boundary between the properties of
Lessor and Lessee, and further provided for a lease from Lessor to Lessee of the following described
property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

Lessee was assigned all rights under the above described lease by instrument dated September 21, 1992, and recorded at Conveyance Book 477, page 377 of the records of Natchitoches Parish,

Louisiana

#### IV.

The lease provided for a term of ten (10) years with two ten year extensions, the last of which will soon run out.

#### V.

The Parties hereto desire to extend the original lease for an additional ten (10) year period with two additional ten year extension, with all of the other terms and conditions being the same.

#### VI.

Accordingly, the City hereby leases to the Lessee, under the terms and conditions set forth in the lease agreement recorded at Conveyance Book 391, page 121, the following described property, to-wit:

A portion of the original tract, acquired by the City of Natchitoches from C. G. Glass, et ux, by deed dated October 18, 1966, recorded in Conveyance Book 272, page 336, which is shown on a plat of survey dated September 1, 1983 and described thereon as follows, to-wit:

Commence at the Southeast corner of Lot 4 of River Road Park Subdivision Annex, as shown on a plat of survey made by A. J. Brouillette, Registered Surveyor, dated March 1, 1973, and recorded on Map Slide 158B of the records of Natchitoches Parish, Louisiana, and from this point run thence North 27 degrees 32 minutes West a distance of 126.75 feet to a point on the high bank traverse of Cane River Lake; thence run North 60 degrees 57 minutes East a distance of 85.6 feet to a point, which is also the Northwest corner of Lot 5 of said River Road park Subdivision Annex; thence run South 27 degrees 32 minutes East approximately 80 feet to a point where the existing wood panel fence is located; thence run in a westerly direction 36.5 feet; thence run in a southerly direction along the fence line a distance of 47 feet to a point; thence run South 61 degrees 56 minutes West along the northern right of way of Woodyard Drive a distance of 49 feet to the point of beginning.

#### VII.

The lease, as extended shall have an initial term of ten (10) years, commencing on November 1, 2013, and terminating on the last day of October 2023, at which time the lease shall be automatically extended for two (2) ten (10) year periods, under the same terms and condition, unless the City should decide that all or any portion of the property should be needed for public purpose. In the event that the City of Natchitoches should determine that the said property should be needed for public purposes, the City may give sixty days prior written notice to Lessee, or their heirs, successors or assigns, and after sixty days, this lease can be terminated, cancelled and revoked in full. Notice of

this cancellation can be accomplished by filing a notice of intent to cancel the lease with the Clerk of Court for Natchitoches Parish, Louisiana.

#### VIII.

The rest and remainder of the terms of the lease shall be the same as those set forth in the prior lease recorded at Conveyance Book 391, page 121, and which are incorporated herein as if copied in full.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:	CITY OF NATCHITOCHES
	by: Mayor Lee Posey
NOTARY PUBL	IC
THUS DONE AND PASSED in the preser	nce of the undersigned Notary Public
and subscribing witnesses on the day of	, 2013, at,
WITNESSES:	
	DOUGLAS W. LEWALLEN
	CONSTANCE H. LEWALLEN
NOTARY PUBL	IC.

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on October 28, 2013 as follows:

#### ORDINANCE NO. <u>051</u> OF 2013

AN ORDINANCE TO PROVIDE FOR THE CREATION OF A WOODY WASTE RECYCLING FACILITY ON PROPERTY OWNED BY THE CITY OF NATCHITOCHES NORTH OF LOUISIANA HIGHWAY 3175, APPROVING THE FORM OF A INTO **CONTRACT** TO  $\mathbf{BE}$ **ENTERED** WITH AND WASTE COLLECTORS FOR **CONTRACTORS** THE DEPOSIT OF WOODY WASTE AT THE WOODY WASTE RECYCLING FACILITY, AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE SAID CONTRACTS ON BEHALF OF THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, FURTHER PROVIDING FOR A REPEALER EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the City of Natchitoches (Sometimes hereinafter "City") is the owner of a twenty acre tract of land located to the North of Louisiana Highway 3175, which was acquired by the City in two instruments from Shirley C. Friend, Jr., et al, as follows: instrument recorded at Conveyance Book 316, page 926, and instrument recorded June 13, 1991, at Conveyance Book 465, page 275, of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the property acquired by the City is more fully described as follows, to-wit:

A certain tract of land in Natchitoches Parish, Louisiana containing 20 acres, more or less, located in Section 15, Township 9 North, Range 7 West, and being more particularly described as follows:

Begin at the corner which is common to Section 14, 15 and 126, Township 9 North, Range 7 West, and run thence North 7 degrees 12 minutes East 663.3 feet to a point; thence 1,720 feet East to the point of beginning, thence North 630.6 feet to Point "1", which is the Northwest corner of the tract herein described; thence run East 1,100 feet to Point "2", which is the Northeast corner of the tract herein conveyed; thence South 22 degrees49 minutes West 1,172.5 feet to Point "3", which is the Southwest corner of the tract herein described, and run thence North 229.1 feet to the point of beginning.

The whole being fully shown on a plat of survey by A. J. Brouillette, surveyor, dated February 25, 1974, a copy of which is attached to a deed recorded in Conveyance Book 316, page 926, under original instrument number 141259 of the records of Natchitoches Parish, Louisiana.

Together with a right of servitude, easement and passage over and across the Breazeale Spring Road leading from the North bypass to the above property, but said right of way not to exceed 30 feet in width. This right of way, servitude and easement is for the purpose of reaching the subject property and shall run with the land; and

WHEREAS FURTHER, the twenty acre tract was the site of a sanitary landfill which is now closed, but the City continues to utilize the site as a woody waste recycling

center (sometimes hereinafter "Recycling Center") to store and accumulate woody waste which is then chipped by a third party and used as fuel; and

WHEREAS FURTHER, the City obtained approval from the Louisiana Department of Agriculture & Forestry of a Best Management Practices plan for the beneficial use of wood waste on June 12, 2013, and the proposed use of the Recycling Center will further the beneficial use of wood waste; and

WHEREAS FURTHER, the City desire to encourage the use of the Recycling Center by its contractual waste provider as well as tree contractors who generate woody waste; and

WHEREAS FURTHER, the City Council of the City of Natchitoches finds that depositing woody waste at the Recycling Center helps reduce costs to the City and its citizens in that the additional cost associated with hauling such waste to a landfill and the landfill charges are avoided and are thus not passed on to the City and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches further finds that encouraging tree contractors to deposit woody waste at the Recycling Center will increase the volume of woody waste making it more attractive to third party chippers that utilize the woody waste; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City and its citizens to encourage and expand the deposit of woody waste at the Recycling Center; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Contract which will be entered into with tree contractors and other waste collectors and desires to approve the form of the contract and agrees that the approval of the form is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, it is acknowledged that the City has an existing agreement with the contractual waste collector for the City of Natchitoches; therefore, the contract contemplated herein will not be entered into with the contractual waste collector for the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches, or his designee, to execute the contract, as approved, on behalf of the City, and

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, as follows:

- **SECTION 1:** The City Council of the City of Natchitoches does hereby authorize and approve the designation and use of the above described property as a Woody Waste Recycling Center.
- **SECTION 2:** The City Council of the City of Natchitoches, Louisiana, does further approve the form of the attached Contract and approves of the use of the contract to enter into agreements with tree contractors and waste collectors, other than the contractual waste collector for the City, for the deposit of woody waste at the Woody Waste Recycling Center.
- **SECTION 3.** The City Council of the City of Natchitoches, Louisiana, does further designate and authorize the Mayor of the City of Natchitoches, or his designee, to execute the contract, in its approved form, with any tree collector or waste collector who

meets the requirements under the contract.

**SECTION 4.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

**SECTION 5.** If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

**SECTION 6.** This Ordinance shall go into effect upon publication and in accordance with law.

#### STATE OF LOUISIANA

#### PARISH OF NATCHITOCHES

#### 

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS, the City of Natchitoches (Sometimes hereinafter "City") is the owner of a twenty acre tract of land located to the North of Louisiana Highway 3175, which was acquired by the City in two instruments from Shirley C. Friend, Jr., et al, as follows: instrument recorded at Conveyance Book 316, page 926, and instrument recorded June 13, 1991, at Conveyance Book 465, page 275, of the records of Natchitoches Parish, Louisiana.

**WHEREAS FURTHER**, the property acquired by the City is more fully described as follows, to-wit:

A certain tract of land in Natchitoches Parish, Louisiana containing 20 acres, more or less, located in Section 15, Township 9 North, Range 7 West, and being more particularly described as follows:

Begin at the corner which is common to Section 14, 15 and 126, Township 9 North, Range 7 West, and run thence North 7 degrees 12 minutes East 663.3 feet to a point; thence 1,720 feet East to the point of beginning, thence North 630.6 feet to Point "1", which is the Northwest corner of the tract herein described; thence run East 1,100 feet to Point "2", which is the Northeast corner of the tract herein conveyed; thence South 22 degrees49 minutes West 1,172.5 feet to Point "3", which is the Southwest corner of the tract herein described, and run thence North 229.1 feet to the point of beginning.

The whole being fully shown on a plat of survey by A. J. Brouillette, surveyor, dated February 25, 1974, a copy of which is attached to a deed recorded in Conveyance Book 316, page 926, under original instrument

number 141259 of the records of Natchitoches Parish, Louisiana.

Together with a right of servitude, easement and passage over and across the Breazeale Spring Road leading from the North bypass to the above property, but said right of way not to exceed 30 feet in width. This right of way, servitude and easement is for the purpose of reaching the subject property and shall run with the land; and

WHEREAS FURTHER, the twenty acre tract was the site of a sanitary landfill which is now closed, but the City Council has adopted Ordinance Number <u>051</u> of 2013 which approves the continued use of the site as a woody waste recycling center (sometimes hereinafter "Recycling Center") to store and accumulate woody waste which is then chipped by a third party and used as fuel; and

WHEREAS FURTHER, Contractor, in the course of its business, accumulates woody waste, and desires to deposit such woody waste at the Recycling Center owned by the City; and

NOW THEREFORE, t	he City of Natchitoches, Louisiana, a municipa
corporation, represented herein by	Honorable Lee Posey, Mayor, duly authorized to ac
herein pursuant to Ordinance Nu	ımber <u>051</u> of 2013, and
(contractor), represented herein by	, duly authorized to ac
herein pursuant to	, do hereby enter into the following agreement:

- (1)The City will allow Contractor access to the Recycling Center for the purpose of depositing woody waste at the Recycling Center.
- (2) The City will provide a key to all locks or gates that control access to the Recycling Center.
- (3) The Contractor shall deposit only woody waste at the Recycling Center, woody waste being limited to plant matter.
- (4) The Contractor shall deposit woody waste in areas of the Recycling Center as directed by the City or its employees.
- (5) Once woody waste is deposited, Contractor agrees that ownership of such woody waste shall transfer to the City.
- (6) Contractor shall pay to the City the sum of \$200.00 per month for access to and use of the facility.
- (7) This contract shall continue on a month to month basis and either party may terminate the contract with 30 days written notice which may be provided to the addresses set forth above
- (8) During the term of this Contract, the Contractor shall at all times maintain general liability insurance and shall provide proof of said insurance upon request.
- (9) Contractor agrees to hold harmless, indemnify and defend the City of Natchitoches for any property damages or personal injury that may result from the actions or inactions of the Contractor or any of its employees, agents or assigns.

	<b>D PASSED</b> before the parties before the undersigned Notary nesses, at Natchitoches, Louisiana, on this the day of 3.
ATTEST:	CITY OF NATCHITOCHES, LOUISIANA
	by: Mayor Lee Posey  CONTRACTOR
	by:
	NOTARY PUBLIC

.

The Mayor stated at the landfill we are trying to do what we can to take all the green woody waste and recycle it back into our community. We were approached by some commercial vendors about using our sites and were able to set it up so they could use the site. Hopefully, we can chip the woody waste and it be used as hog fuel for one of the plants here.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to-wit:

#### ORDINANCE NO. 047 OF 2013

# AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR SCHEDULE I, SCHEDULE II AT THE NATCHITOCHES REGIONAL AIRPORT LA DOTD PROJECT NOS. H.009964, H.009966, H.010021, H.010802

(BID NO. 0542)

WHEREAS, Resolution No. 057 of 2013 was passed by the Natchitoches City Council on August 12, 2013 authorizing the Mayor to advertise and open bids for <u>Schedule I</u> relocate Runway 25 Threshold, Construct PAPI Systems for Runway7-25, Replace Runway 7-25 Edge Lighting, Install REIL for Runway 7, Replace REIL for Runway 17, Replace Runway 17-35 and Sign Homerun Circuits, Upgrade Airfield Lighting Vault. <u>Schedule II</u> Replace ODAL System, ODAL Power and Controls. (Bid No. 0542); and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on August 22, 29 and September 5, 2013 in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

(1) Sun Stream, Inc., Natchitoches, LA	\$678,079.80
(2) DACO Construction Norfolk, NE	\$778,923.00
(3) Earnest P. Breaux Electrical New Iberia, LA	\$991,009.50

WHEREAS, on October 8, 2013, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Cooper, Airport Manager, Councilman Don Mims, reviewed the bids received; and

WHEREAS, the above appointed committee members were unanimous in its decision to award the bid to the lowest bidder, **Sun Stream**, **Inc.**, of Natchitoches, LA in the amount of \$678,079.80.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on October 14, 2013 and published in the Natchitoches Times on October 19, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Stamey, Payne, Nielsen, Mims

NAYS: None ABSENT: None ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 4 Ayes

to  $\underline{0}$  Nays this  $28^{th}$  day of October, 2013.

LEE POSEY, MAYOR

OON MIMS, MAYOR PRO TEMPØRE

Delivered to the Mayor on the 29<sup>th</sup> day of October, 2013 at 10:00 A.M.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

#### RESOLUTION NO. <u>085</u> OF 2013

#### A RESOLUTION AUTHORIZING A ONE-TIME SALARY SUPPLEMENT PAYMENT TO THE CITY OF NATCHITOCHES EMPLOYEES

**WHEREAS**, the City of Natchitoches recognizes the need to increase the compensation of its employees; and

WHEREAS, due to the City employees maintaining a safe work environment and not utilizing the Worker's Compensation Fund throughout the year, there exists a sufficient surplus in the Worker's Compensation fund of the City Natchitoches to make a one-time salary supplement payment of \$500.00 to the regular full time employees actively working and \$250.00 to the regular part-time (non-seasonal) employees; and

WHEREAS, because the source of this salary supplement would be an accumulated surplus in the Worker's Compensation Fund, and not a recurring revenue source, it would not be fiscally responsible to make this payment anything other than a one-time event for this fiscal year only, and which payment would not become a part of any employee's base salary or salary schedule; and

WHEREAS, this one-time salary supplement is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year; and

**WHEREAS**, this payment is for personnel employed as of November 1, 2013 and will be prorated based on the length of service for the previous twelve months.

**NOW, THEREFORE BE IT RESOLVED**, that this salary supplement shall be a one-time payment this fiscal year only; and not an annual event, and shall not become a part of any employee's base salary or salary schedule.

**BE IT FURTHER RESOLVED**, that this one-time payment is not a bonus for work already performed, but is intended as future earned compensation for the remainder of this fiscal year.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

Payne, Nielsen, Mims, Stamey

NAYS:

None

ABSENT:

None

ABSTAIN:

None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 4

Ayes to <u>0</u> Nays on this 28<sup>th</sup> day of October, 2013.

LEE POSEY, MAYOR

# GENERAL FUND BUDGET REPORT AS OF SEPTEMBER 30, 2013

		CURRE	CURRENT MONTH			YEAR TO DATE	DATE	
	TOTAL BUDGET <u>13/14FY</u>	MONTHLY	ACTUAL	(OVER) UNDER BUDGET	YTD <u>ACTUAL</u>	ENCUM- BRANCES	UNREALIZED AVAILABLE BALANCE	PERCENT RECEIVED/ EXPENSED
REVENUE	14,310,659	1,192,555	956,229	(236,325.86)	3,722,157		10,588,502	26.01%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	37,077	5,174.15	141,881	177	364,960	28.02%
COMMUNITY DEVELOPMENT	670,357	55,863	70,482	(14,619.25)	233,923	16,123	420,311	37.30%
PLANNING & ZONING	244,512	20,376	36,714	(16,337.52)	79,726	40	164,746	32.62%
FIRE DEPARTMENT	3,306,501	275,542	236,448	39,094.10	838,356	(577)	2,468,721	25.34%
POLICE DEPARTMENT	4,650,400	387,533	334,508	53,025.12	1,251,382	1,908	3,397,110	26.95%
ANIMAL SHELTER	172,430	14,369	12,847	1,522.54	43,626	154	128,650	25.39%
PURCHASING	259,219	21,602	24,920	(3,318.12)	96,752	397	162,070	37.48%
CITY GARAGE	253,954	21,163	11,941	9,221.91	64,053	793	189,108	25.53%
RECREATION *2	842,474	70,206	58,868	11,338.51	312,215	2,119	528,140	37.31%
PUBLIC WORKS	1,229,351	102,446	84,311	18,135.32	344,370	27,767	857,213	30.27%
INDIRECT EXPENSE	1,992,388	166,032	124,053	41,979.33	719,641	21,296	1,251,452	37.19%
PROGRAMMING & PROMOTIONS	182,055	15,171	8,783	6,388.14	31,260	1,440	149,355	17.96%
TOTAL GENERAL FUND	14,310,659	1,192,555	1,040,951	151,604.24	4,157,185	71,637	10,081,837	29.55%

# FOOTNOTES:

- \*1 1/12th OF TOTAL BUDGET
- \*2 SEASONAL ACTIVITY

% BUDGET EXPENDED	% BUDGET YEAR ELAPSED
30%	33%

# CITY OF NATCHITOCHES UTILITY (PROPRIETARY) FUND BUDGET REPORT AS OF SEPTEMBER 30, 2013

**CURRENT MONTH** 

YEAR TO DATE

TOTAL UTILITY FUND	INDIRECT	INFORMATION TECH	UTILITY BILLING	ELECTRIC	SEWER	WATER	UTILITY ADMINISTRATION	DEPARTMENT:	EXPENDITURES	REVENUE	
39,809,216	8,657,539	329,625	573,466	25,750,788	1,535,796	2,551,172	410,830			39,809,216	TOTAL BUDGET 13/14 FY
3,317,435	721,462	27,469	47,789	2,145,899	127,983	212,598	34,236			3,317,435	MONTHLY BUDGET *1
3,185,634	667,559	23,529	36,458	2,153,283	96,269	187,899	20,637			3,454,262	ACTUAL
131,800	53,903	3,940	11,330	(7,384)	31,714	24,698	13,599			136,827	(OVER) UNDER BUDGET
11,063,900	3,276,992	62,821	133,548	6,400,107	424,911	685,942	79,579			13,272,463	YTD <u>ACTUAL</u>
230,760	61,050	57,802	4,036	29,580	54,671	22,514	1,108				ENCUM- BRANCES
28,514,556	5,319,497	209,002	435,882	19,321,100	1,056,215	1,842,717	330,143			26,536,753	UNREALIZED / AVAILABLE <u>BALANCE</u>
28.37%	38.56%	36.59%	23.99%	24.97%	31.23%	27.77%	19.64%			33.34%	PERCENT RECEIVED/ EXPENSED

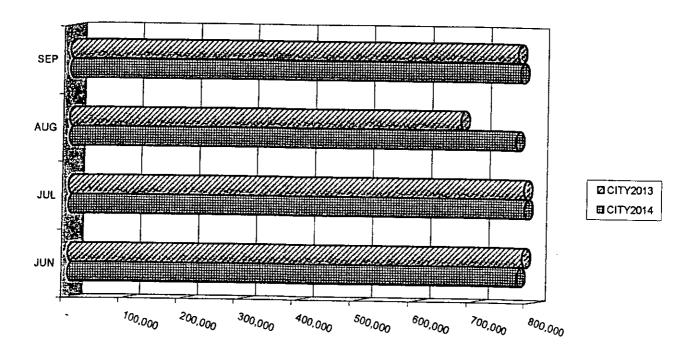
\*1 - 1/12th OF TOTAL BUDGET

FOOTNOTES:

% BUDGET YEAR ELAPSED
% BUDGET EXPENDED

33% 28%

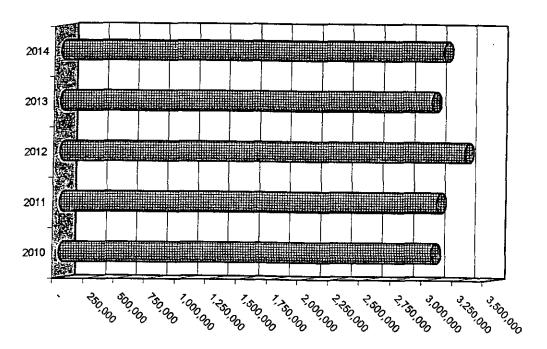
# CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



REVENUE	BY	<b>MONTHS</b>

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775.673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%
SEP	741,017	739,153	788,812	773,754	778,205	4,451	0.58%

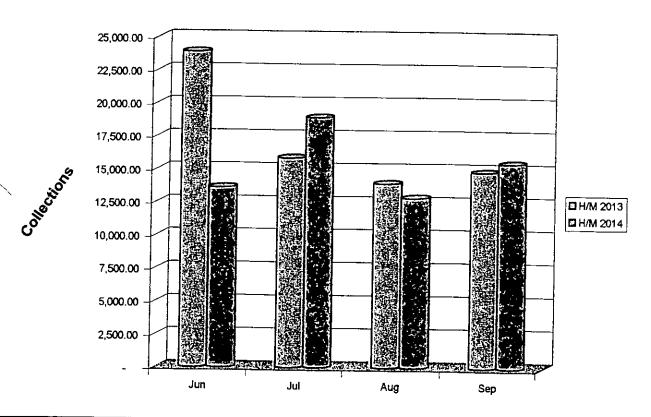
## CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



**REVENUE YEAR TO DATE** 

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9.033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%
SEP	3,025,385	3,065,407	3,292,551	3,021,301	3,113,806	92,505	3.06%

#### City of Natchitoches TIF 2%

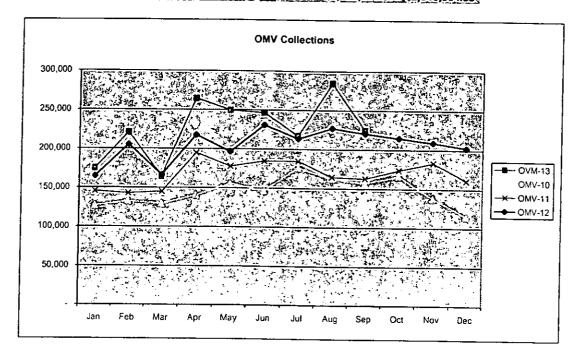


Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	0	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	0	15,844.98	18,905.43	3,060.45	19.31%
Aug	19,047.82	13,928.45	12,843.05	(1,085.40)	-7.79%
Sep	17,078.68	14,825.46	15,486.48	661.02	4.46%

Natchitoches Tax Commission LA Department of Motor Vehicles Sales

Month/ Year	2009	2010	2011	2012	2013	13 vs 12
Jan	126,616.65	145,283.06	168,051.63	164.467.36	174.514.52	6.11%
Feb	132,533.23	142,482.09	173,570.53	205,177,33	220,905,99	7.67%
Mar	129,201.16	144,772.00	157,817.67	166,324,69	164,353.86	-1.18%
Apr	140,633.11	194,621.00	239,582.86	217,732,82	264.608.75	21.53%
May	155,345.06	177,689.00	190,980,40	196,365.55	249,447,49	27.03%
Jun	146,560.54	184,623.00	192,184.32	230,945.64	246,712.96	6.83%
Jul	176,221.17	184,621.89	217,528.02	213,497,75	217.028.15	1.65%
Aug	162,474.98	164,616.09	177,404,48	227,231,78	284.804.63	25.34%
Sep	156,865.17	162,969.93	193,381,54	220,368.79	224,618.30	1.93%
Oct	166,099.20	173,620.93	179,172,54	214,695.08	LL 7,0 10:00	1.55/6
Nov	137,831.55	183,071.31	165,928.76	209,191,64	_	
Dec	114,885.57	160,468.75	186,507.49	202,412.94	-	

Totals \$1,745,267.39 \$2,018,839.05 \$2,242,110.24 \$2,468,411.37 \$2,046,994.65



Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The general fund revenue is at 26.01% and expenditures are at 29.55%. Our largest expenditures are coming in with the Christmas season. The utility fund revenue is at 33.34% and expenditures 29.37%. The tax collection report shows for the month of September we were pretty level. We were only 0.58% above last September. The revenue year to date is 3.06% above where we were last year. As of right now we have better income than anticipated in the sales tax. The TIF or hotel/motel tax shows the month of September was 4.6% above last September. The Motor Vehicle Sales tax for the month of September was 1.93% above last September. Our motor vehicle sales continue to be above the previous year. We saw a \$200,000 increase and hopefully that growth continues. In the office the auditors are trying to wrap up the audit and so far we have had a good report.

The Mayor thanked the department heads for the hard work of the various departments. Our office gets comments and letters all the time on how the City workers handle things. It is a pleasure to be a part of this community and I really appreciate all the hard work the City departments put in.

The Mayor stated he received a letter back from the Secretary of State's office stating this will acknowledge receipt of the resignation of Sylvia Morrow, City Councilperson, District 3. Pursuant to revised statute 18.602 the governing authority shall within 20 days, (on or before November 13, 2013) call a special election for the unexpired term. The next schedules election is April 5, 2014, primary and May 3, 2014, general with qualifying dates February 12, 13, 14, 2014. The proclamation issued by the governing authority is to be forwarded to our office. In accordance with the Natchitoches Home Rule Charter, an appointment of a person who meets the qualification of the office to fill the vacancy shall be made within 10 to 45 days on or before December 9, 2013. After the appointment is made, please forward a certified copy of the minutes of the meeting and a commission will be issued promptly to the person appointed to fill the vacancy. The Mayor stated he wants people to know that during this interim time district 3 will not go without representation. We will continue to take care of all of Natchitoches even during this time.

The offices of the City of Natchitoches will be closed Monday, November 11, 2013 in observance of Veterans Day. The City Council meeting scheduled for Monday, November 11, 2013 will be rescheduled to Tuesday, November 12, 2013

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 5:58 p.m.

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